

REMARKS

An Election has been made in response to the Examiner's restriction request.

Per a June 4, 2003 conversation between the Examiner and Eric Chen, applicant elects claims 1-12 without traverse. Claims 13-70 have been cancelled without prejudice.

Claims 1-12 and 71-83 are pending. Claims 1 and 7 have been amended.

Claims 71-83 have been added. Reexamination and reconsideration of this application are respectfully requested.

In the June 18, 2003 Office Action, the Examiner objected to the drawings as failing to comply with 37 CFR 1.84(p)(5) for including "the following reference sign(s) not mentioned in the description: [ ] Elements 110, 112, 114, 120 and 130 are [not] described in the specification." Applicant respectfully refers the Examiner to page 22, lines 9-10, of the specification, which includes a description of reference signs 110, 112 114, 120, and 130. Accordingly, applicant respectfully submits that the Examiner's objection is obviated.

The Examiner rejected claims 1-12. Claim 7 was rejected under 35 U.S.C. §112, ¶2 for containing the trademark/trade name Bluetooth. Applicant has amended claim 7 to remove the term "Bluetooth" and respectfully submits that the rejection of claim 7 under 35 U.S.C. §112, ¶2 should be withdrawn.

Claims 1-6 and 9-12 were rejected under 35 U.S.C. §102(b) as being anticipated by Amazon.com ("Amazon"). Claims 1-6 and 9-12 were also rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,512,919 to Ogasawara ("Ogasawara"). Claim 7 was rejected under 35 U.S.C. §103(a) as being obvious over (a) Amazon in view of Bluetooth, SIG Version 1.0, published 1999 ("Bluetooth"); and (b)

Ogasawara in view of Bluetooth. Claim 8 was rejected under 35 U.S.C. §103(a) as being obvious over (a) Amazon in view of an E-Commerce Times article, "Amazon and Sprint debut wireless Net Shopping" ("E-Commerce"); and (b) Ogasawara in view of E-Commerce. These rejections are respectfully traversed.

Embodiments of the present invention are directed to a self-contained business transaction capsule to conduct a wireless transaction between a transaction recipient and a transaction provider. The self-contained business transaction capsule includes data regarding the wireless transaction. Transaction logic, sufficient to complete a wireless transaction, is utilized to complete the wireless transaction, via a distributed object model. The self-contained business transaction capsule is adapted to be broadcasted to and stored on a portable electronic device. The transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider.

In the June 18, 2003 Office Action, claims 1-6 and 9-12 were rejected under (a) 35 U.S.C. §102(b) as being anticipated by Amazon, and (b) 35 U.S.C. §102(e) as being anticipated by Ogasawara. Regarding Amazon, the Examiner stated that:

"Amazon discloses a self-contained business transaction capsule (a software or account "1-Click", Page 1). The capsule comprises data regarding the wireless transaction and transaction logic to complete the transaction (Page 1).

The capsule is adapted to be broadcasted to and stored on a portable electronic device (cellular phone or palm)."

The Examiner also stated that Ogasawara discloses:

"a self-contained business transaction capsule (Col. 3 Lines 4-13). The capsule comprises data regarding the wireless transaction and transaction logic to complete the transaction.

The capsule is adapted to be broadcasted to and stored on a portable electronic device (when the person dials the store number)."

Independent claim 1, as amended, recites (with emphasis added):

“A self-contained business transaction capsule to conduct a wireless transaction, between a transaction recipient and a transaction provider, comprising:

data regarding the wireless transaction; and  
transaction logic sufficient to complete the wireless transaction, via a distributed object model, wherein the self-contained business transaction capsule is adapted to be broadcasted to and stored on a portable electronic device.”

Amazon's wireless 1-click mobile commerce is a simple extension of its current web based client/server model of web transactions. Instead of using an Internet browser of a computer, a user can utilize custom client software via wireless devices that allow the user to browse a wireless version of the Amazon.com website. However, Amazon does not disclose, teach or suggest a self-contained business transaction capsule to conduct a wireless transaction having transaction logic to complete the wireless transaction, *via a distributed object model, wherein the self-contained business transaction capsule is adapted to be broadcasted to and stored on a portable electronic device, and the transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider.*

The client/server model used by Amazon is fundamentally different than the self-contained business transaction capsule specified by independent claim 1, as amended. Software used by Amazon that resides on a wireless device such as a Palm Pilot, is a client program that communicates with a remote server and sends messages back and forth regarding products such as a book. The Amazon software, in and of itself, does not offer product literature nor does it provide any form of digital cash. Amazon does not teach use of a self-contained business transaction capsules – instead, Amazon

uses an ordinary client/server model, and in order to complete a transaction, data regarding products being offered, etc., must be continually requested by the client and then sent from the server to the client. Independent claim 1, as amended, recites capsules which are self-contained and which include transaction logic to complete the transaction. Amazon's software does not include such transaction logic to complete a transaction – therefore, data must be continually acquired in order to complete a transaction.

Ogasawara discloses an electronic shopping system using a program-downloadable wireless videophone. A customer uses a wireless videophone to shop for items for purchase at a store. A server at the store maintains a "server which provides a downloadable purchase transaction program to a purchaser's wireless videophone when the purchaser calls the store's server via the purchaser's wireless videophone." [Col. 3, lines 21-25.] The videophone includes a built-in bar code scanner 25 and/or a built-in IC card reader/writer. "In a store, a bar code on a purchased item 33 is scanned by bar code scanner 20 attached to [videophone] 18." [Col. 5, lines 36-40.] Ogasawara further teaches (with emphasis added):

"As each bar code is read, *the purchase transaction program sends bar code data, such as SKU (Stock Keeping Unit) code or the Universal Product Code represented thereby, to the server and the server then preferably responds by sending a description and price for the product back to the [videophone] 18, where the information is preferably shown upon the display 42 thereof. Also, the total price of items selected for purchase is preferably displayed.*"

Accordingly, the purchase transaction program taught by Ogasawara is **not** a self-contained business transaction capsule to conduct a wireless transaction having transaction logic to complete the wireless transaction, *via a distributed object model, wherein the self-contained business transaction capsule is adapted to be broadcasted*

*to and stored on a portable electronic device, and the transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider.*

As with Amazon, Ogasawara teaches a client/server model in which information is continually transferred back and forth between the client and server in order to complete a transaction. Therefore, Ogasawara does not disclose, teach, or suggest, use of a self-contained business transaction capsule *having the transaction logic sufficient to complete the wireless transaction.*

Therefore, independent claim 1, as amended, distinguishes over each of Amazon and Ogasawara. Claims 2-12, 71-74, and 80-83 depend, directly or indirectly, from independent claim 1, as amended, and therefore also distinguish over Amazon and Ogasawara for the same reasons as those set forth above with respect to independent claim 1, as amended.

The Examiner rejected claim 7 was rejected under 35 U.S.C. §103(a) as being obvious over (a) Amazon in view of Bluetooth; and (b) Ogasawara in view of Bluetooth. As discussed above, claim 7 distinguishes over both Amazon and Ogasawara. Moreover, claim 7 has been amended to remove reference to "Bluetooth." Specifically, claim 7, as amended, recites: "[t]he self-contained business transaction capsule according to claim 1, wherein the portable electronic device utilizes a *wireless networking protocol*." Accordingly, applicant respectfully submits that claim 7 distinguishes over both (a) Amazon in view of Bluetooth; and (b) Ogasawara in view of Bluetooth.

Claim 8 was rejected under 35 U.S.C. §103(a) as being obvious over (a) Amazon

in view of E-Commerce; and (b) Ogasawara in view of E-Commerce. As discussed above, claim 8 distinguishes over both Amazon and Ogasawara. E-Commerce does not make up for the deficiencies of Amazon and Ogasawara. E-Commerce discloses:

“Amazon.com announced a new URL that allows Internet-ready wireless phone provider Motorola, Inc. to put a bookmark to the site in its wireless phones.

...  
Amazon.com said its new URL, which is designed to work with WAP-based browsers, allows “mobile customers to register at Amazon.com from wireless devices; monitor the status of their purchases; access more in-depth search and comparison information; and check chipping availability for products worldwide.”

Claim 8 depends from independent claim 1, as amended, and therefore incorporates by references all limitations thereof. Neither Amazon no Ogasawara, alone or in combination with E-Commerce, disclose, teach, or suggest a self-contained business transaction capsule to conduct a wireless transaction having transaction logic to complete the wireless transaction, *via a distributed object model, wherein the self-contained business transaction capsule is adapted to be broadcasted to and stored on a portable electronic device, and the transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider.* Therefore, claim 8 distinguishes over (a) Amazon in view of E-Commerce; and (b) Ogasawara in view of E-Commerce.

Moreover, new claims 71-74 further distinguish over Amazon and Ogasawara. Specifically, new claim 71 recites (with emphasis added): “[t]he self-contained business transaction capsule according to claim 1, *wherein at least part of the capsule migrates onto different electronic systems, completing a portion of the transaction via each of the different electronic systems.*” Neither Amazon nor Ogasawara disclose portions of any

such transaction logic migrating onto different electronic systems and completing a portion of the transaction via each of the different electronic systems. Accordingly, new claim 71 further distinguishes over Amazon and Ogasawara.

New claim 72 recites (with emphasis added): “[t]he self-contained business transaction capsule according to claim 1, *the self-contained business transaction capsule being a device-independent computer-readable file.*” Neither Amazon nor Ogasawara disclose such self-contained transaction capsule being a device-independent computer-readable file. Accordingly, new claim 72 further distinguishes over Amazon and Ogasawara.

New claim 73 recites (with emphasis added): “[t]he self-contained business transaction capsule according to claim 1, wherein *after the wireless transaction has been completed, the capsule is transmitted to a mobile commerce system.*” Both Amazon and Ogasawara disclose the sending of some data relating to a purchase to a seller’s server. However, neither Amazon nor Ogasawara disclose, teach, or suggest that after a wireless transaction has been completed, a self-contained business transaction capsule is transmitted to a mobile commerce system. Accordingly, new claim 73 further distinguishes over Amazon and Ogasawara.

New claim 74 recites (with emphasis added): “[t]he self-contained business transaction capsule according to claim 1, wherein the transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider.” Both Amazon and Ogasawara teach electronic commerce systems utilizing a client/server model. In this client/server model, data is continually transmitted back and

forth between the client and the server to complete a sale. Accordingly, a live connection would be required in such systems. Therefore, neither Amazon nor Ogasawara disclose, teach, or suggest a self-contained business transaction capsule, where the transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider. Accordingly, new claim 74 further distinguishes over Amazon and Ogasawara.

New claims 75-79 also distinguish over Amazon and Ogasawara. Specifically, new claim 75 recites (with emphasis added):

“**A self-contained business transaction discount capsule** to conduct a wireless transaction, between a transaction recipient and a transaction provider, comprising:

data regarding the wireless transaction; and  
**transaction logic sufficient to complete the wireless transaction, via a distributed object model, wherein the self-contained business transaction discount capsule is adapted to be broadcasted to and stored on a portable electronic device, and the transaction logic completes the wireless transaction, and a purchase price of the wireless transaction is discounted by a predetermined amount.”**

As discussed above with respect to independent claim 1, as amended, neither Amazon nor Ogasawara disclose, teach, or suggest a self-contained business transaction capsule. New independent claim 75 recites a *self-contained business transaction discount capsule* to conduct a wireless transaction, containing transaction logic sufficient to complete the wireless transaction, via a distributed object model, wherein the self-contained business transaction discount capsule is adapted to be broadcasted to and stored on a portable electronic device, and *the transaction logic completes the wireless transaction, and a purchase price of the wireless transaction is discounted by a predetermined amount.*

Neither Amazon nor Ogasawara teach such a discounting feature in a self-contained business transaction discount capsule. Accordingly, new claim 75 distinguishes over both Amazon and Ogasawara.

Claims 76-79 all depend, directly or indirectly, from independent claim 75, and therefore also distinguish over Amazon and Ogasawara for the same reasons as those set forth above with respect to independent claim 75.

Moreover, new claims 76-79 further distinguish over Amazon and Ogasawara. Specifically, new claim 76 recites (with emphasis added): “[t]he self-contained business transaction discount capsule according to claim 75, *further including a time stamp to allow the wireless transaction to be discounted by the predetermined amount only during a predetermined time period.*” Neither Amazon nor Ogasawara disclose such self-contained business transaction discount capsule including a time stamp to allow the wireless transaction to be discounted by the predetermined amount only during a predetermined time period. Accordingly, new claim 76 further distinguishes over both Amazon and Ogasawara.

New claim 77 recites (with emphasis added): “[t]he self-contained business transaction discount capsule according to claim 75, *wherein the self-contained business transaction discount capsule is downloadable from a web server.*” Neither Amazon nor Ogasawara disclose such self-contained business transaction discount capsule being downloadable from a web server. Accordingly, new claim 77 further distinguishes over both Amazon and Ogasawara.

New claim 78 recites (with emphasis added): “[t]he self-contained business transaction discount capsule according to claim 77, *wherein the self-contained business*

*transaction discount capsule is transferable to from a first portable electronic device to a second portable electronic device without interaction from the web server.*" Neither Amazon nor Ogasawara disclose such self-contained business transaction discount capsule being *transferable to from a first portable electronic device to a second portable electronic device without interaction from the web server*. Accordingly, new claim 78 further distinguishes over both Amazon and Ogasawara.

New claim 79 recites (with emphasis added): "[t]he self-contained business transaction discount capsule according to claim 75, *wherein the transaction logic completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider*." As set forth above with respect to claim 74, both Amazon and Ogasawara teach electronic commerce systems utilizing a client/server model. In this client/server model, data is continually transmitted back and forth between the client and the server to complete a sale. Accordingly, a live connection is required in such systems. Therefore, neither Amazon nor Ogasawara disclose, teach, or suggest such self-contained business transaction discount capsule having transaction logic that *completes the wireless transaction regardless of whether a live connection is established between the transaction recipient, via the portable electronic device, and the transaction provider*. Therefore, new claim 79 further distinguishes over Amazon and Ogasawara.

Therefore, for the reasons set forth above, applicant respectfully submits that the rejections of (a) claims 1-6 and 9-12 under 35 U.S.C. §102(b) and 35 U.S.C. §102(e); (b) claims 7 and 8 under 35 U.S.C. §103(a), should be withdrawn.

Applicant believes that the foregoing amendments place the application in condition for allowance, and a favorable action is respectfully requested. If for any reason the Examiner finds the application other than in condition for allowance, the Examiner is requested to call either of the undersigned attorneys at the Los Angeles telephone number (213) 488-7100 to discuss the steps necessary for placing the application in condition for allowance should the Examiner believe that such a telephone conference would advance prosecution of the application.

Respectfully submitted,

PILLSBURY WINTHROP LLP

Date: September 18, 2003

By:   
James M. Wakely  
Registration No. 48,597  
Attorney For Applicant

Date: September 18, 2003

By:   
Roger R. Wise  
Registration No. 31,204  
Attorney For Applicant

725 South Figueroa Street, Suite 2800  
Los Angeles, CA 90017-5406

Telephone: (213) 488-7100

Facsimile: (213) 629-1033